

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

WESTCHESTER FIRE INSURANCE COMPANY)
a Pennsylvania corporation, ACE AMERICAN)
INSURANCE COMPANY, a Pennsylvania)
Corporation,)

Plaintiffs,)

v.)

WHITING CORPORATION, a Delaware)
Corporation, and DARRIN HALL, individually)
and on behalf of all others similarly situated,)

Defendants.)
_____)

Civil Action No.: 1:22-cv-3399

Hon. Steven C. Seeger

FINAL JUDGMENT ORDER

The Court hereby enters final judgment in favor of Plaintiffs Westchester Fire Insurance Company (“Westchester”) and ACE American Insurance Company (“ACE”) and against Defendant Whiting Corporation as follows:

1. Judgment is entered in favor of Westchester and ACE and against Whiting Corporation on all counts of the complaint.

2. Westchester and ACE have no duty to defend or indemnify Whiting for the underlying Hall Lawsuit pursuant to the Access or Disclosure of Confidential or Personal Information Exclusion in the Policies.

3. Westchester and ACE have no duty to defend or indemnify Whiting for the underlying Hall Lawsuit pursuant to the Employment Practices Liability Exclusion in the Policies.

4. Westchester and ACE have no duty to defend or indemnify Whiting for the underlying Hall Lawsuit pursuant to the Recording And Distribution Of Material Or Information In Violation Of Law Exclusion in the Policies.

5. Westchester and ACE have no obligation to indemnify Whiting for the underlying Hall Lawsuit for class members who did not suffer “personal and advertising injury” and/or whose biometric information was not published during a policy period.


6. Westchester and ACE have no obligation to indemnify Whiting for the underlying Hall Lawsuit for liquidated damages awarded in excess of the \$1,000 per negligent violation, which are uninsurable under the law.

7. Westchester and ACE have no obligation to indemnify Whiting for the underlying Hall Lawsuit pursuant to the Material Published Prior To Policy Period Exclusion in the Policies.

8. Westchester and ACE have no obligation to indemnify Whiting for the underlying Hall Lawsuit as a result of Whiting’s breach of the No Voluntary Payment Condition in the Policies.

This is a final judgment.

Date: January 23, 2023



Steven C. Seeger
United States District Judge